

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff	)	
v.	)	No.
	)	
RANDY WEBER A/K/A RANDY N	)	
WEBER,	)	Judge
	)	
Defendant.	)	

**COMPLAINT**

The United States of America, by John R Lausch, Jr., United States Attorney for the Northern District of Illinois, brings this action against the defendant, Randy Weber A/K/A Randy N Weber, and for its cause of action states:

**COUNT I**

1. This Court has jurisdiction over this matter pursuant 28 U.S.C. § 1345.
2. The defendant, Randy Weber A/K/A Randy N Weber, resides within the jurisdiction of the court.
3. Pursuant to the provisions of Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 – 1087-2, and regulations promulgated thereunder 34 C.F.R. Part 682, the defendant executed promissory notes as more fully set forth in the Certificate of Indebtedness attached hereto as Exhibits “A” and “B”, respectively.
4. All due credits and set-offs have been applied to the debt and there remains due and owing the principal sum of \$3,203.72 plus \$969.80 interest through February 14, 2018, with interest continuing to accrue at the contract rate, which debt, despite demand, has not been paid.

WHEREFORE, the United States demands judgment against the defendant as follows:

- a. in the amount of \$4,173.52 (\$3,203.72 principal and \$969.80 interest accrued through February 14, 2018);
- b. interest to continue to accrue at the contract rate until the date of Judgment;
- c. costs of suit as authorized by 28 U.S.C. §2412(a)(2); and
- d. for such other proper relief as this court may deem just.

Respectfully submitted,

JOHN R LAUSCH, Jr.  
United States Attorney

By: s/Ashley K. Rasmussen  
ASHLEY K. RASMUSSEN  
Potestivo & Associates, P.C.  
Attorneys for Plaintiff  
223 W. Jackson Blvd., Suite 610  
Chicago, Illinois 60606  
[arasmussen@potestivolaw.com](mailto:arasmussen@potestivolaw.com).  
312-263-0003

## Exhibit B

Borrower's Name <u>Randy N. Weber</u>	FEB 03 2004
Borrower's Social Security Number _____	

**Section E: Repayment Plan Selection**

Carefully read the repayment plan information in "Direct Consolidation Loans" that accompanies this application and promissory note to understand your repayment plan options. Then, complete this section to select your repayment plan. Remember--

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" and "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms that accompany this application and promissory note. Your selection cannot be processed without these forms.
- If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.

31. Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

	Income Contingent	Standard	Extended	Graduated
<b>STUDENT LOANS</b> <i>Direct Subsidized and Unsubsidized Consolidation Loans</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PARENT LOANS</b> <i>Direct PLUS Consolidation Loans</i>	<input type="checkbox"/> <small>Not Available</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section F: Promissory Note (Borrower's Authorization)**

**Promise to Pay:**

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in Section D. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

**I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.**

32. Signature of Borrower	Date <u>1-20-04</u>
Signature of Spouse (if consolidating jointly) _____	Date _____

## Exhibit B

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

RANDY WEBER  
AKA RANDY N WEBER  
851 W GUNNISON ST APT P  
CHICAGO, IL 60640  
Account No. XXX

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 02/14/18.

On or about 01/20/04, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$3,257.59 & \$352.93 on 02/27/04 at 3.5% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 01/09/10. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4.30 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$1009.77 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$3,203.72
Interest:	\$969.80
Total debt as of 02/14/18:	\$4,173.52

Interest accrues on the principal shown here at the rate of \$0.31 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/3/18

  
\_\_\_\_\_  
Loan Analyst  
Litigation Support Unit

**Philippe Guillon  
Loan Analyst**